

Rotary Community Center

Rental Agreement

It is important that you read and understand the terms of this contract.

THIS AGREEMENT is entered into on _____, **BETWEEN** the
the Town of Bluffton (hereinafter referred to as the Town) and, _____
_____ (hereinafter referred to as **LESSEE**)

for the use of the Rotary Community Center (hereinafter referred to as RCC).

WHEREAS, the Town owns the RCC and Lessee desires to rent same in accordance with the terms expressed herein.

NOW, THEREFORE, for due and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The above recitals are incorporated herein.
2. **POLICIES, RULES AND REGULATIONS.** **LESSEE**, by virtue of signing this contract, agrees to abide by all Town of Bluffton policies, and all rules and regulations governing the use of the RCC.
3. **TERM.** The **LESSEE** agrees to rent from the Town, the RCC on the date of _____ for a period of _____ hours beginning at _____ AM/PM and ending at** _____ AM/PM. ****Event must end by 11 PM**** _____
4. **RENT.** The rental fee is **\$400.00** for the first 4 hours; with an additional **\$50.00** per hour, or \$700 day rate thereafter. Payment may be in the form of cash, Cashier's Check or Money Order (made payable to "The Town of Bluffton"). Payment in full must accompany the return of this signed contract to ensure reserved space. **PLEASE NOTE: We cannot guarantee your event reservation until all necessary paperwork has been properly completed and payment has been secured.**
5. **SECURITY DEPOSIT.** Upon the signing of this contract, **LESSEE** shall submit a security deposit of **\$450.00** in the form of cash, Cashier's Check or Money Order (made payable to *The Town of Bluffton*). No personal checks will be accepted. Security Deposit must be paid one week prior to the event. Deposit must be received before **LESSEE** receives pass key card for entry into the RCC. _____ (Initials)
6. **CLEANING FEE.** Upon the signing of this contract, **LESSEE** shall submit a mandatory cleaning fee of **\$150.00** in the form of cash, Cashier's Check or Money Order (made payable to the *Town of Bluffton*). Cleaning fee is due no less than one week prior to the event. **LESSEE** understands that this cleaning fee is mandatory and non-refundable. _____ (Initials)
7. **USE OF PREMISES.** The **LESSEE** shall use the RCC for temporary private recreational purposes or any other activity allowed by law. _____ (Initials)

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8. INDEMNIFICATION. The Lessee shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages in any way associated with the use of the RCC by Lessee, its guests, licensees, and/or invitees. _____(Initials)

9. USE OF FURNITURE (TABLES & CHAIRS). The RCC provides 8 five-foot round tables, 8 seven-and-a-half foot rectangular tables and a total of 144 chairs. **LESSEE** must provide any additional tables and chairs. Occupancy of more than 296 is unlawful. _____(Initials)

10. USE OF KITCHEN AND KITCHEN EQUIPMENT. The RCC has a full kitchen available with stove and refrigerator. No kitchenware, utensils or other kitchen equipment is provided. (Use of the deep fryer is available at a **\$100** fee for cleaning of the unit. Oil shall be provided by the lessee and lessee shall drain the oil at the end of the event and dispose of the oil properly). Specific rules pertaining to the use of the kitchen and the meeting room are posted in each area. _____(Initials)

11. DECORATION OF PREMISES. **LESSEE** shall make no alterations to the RCC. Only removable tape, such as craft tape, is allowed when decorating. Other materials such as scotch tape, masking tape, packing tape, nails, staples, tacks, push pins, glues or adhesives of any kind are strictly prohibited. Nothing shall be taped, glued, stapled or tacked to the acoustic panels. **Use of such materials as listed above will result in a charge of \$100.00 per occurrence being deducted from the LESSEE's security deposit.** Failure to properly clean up decorations and any craft tape residue on windows, walls, ceilings or any other surfaces will result in a charge of **\$100.00** per occurrence being deducted from the **LESSEE's** security deposit. _____(Initials)

12. DAMAGE TO PREMISES. **LESSEE** agrees to pay to the Town of Bluffton the cost of replacing and/or repairing any property or equipment damaged by **LESSEE** or **LESSEE's** guest during the use of the RCC. Any damage shall be deducted from the security deposit. If damages exceed the security deposit, the Lessee shall be responsible for the full extent of damages. _____(Initials)

13. VACATING THE PREMISES. At the conclusion of the event, **LESSEE** agrees to do the following:

- _____ Remove all personal items brought into the building for the event, including all decorations. Janitorial crew arrives at 8:00 am and will dispose of any items left behind.
- _____ Return all tables and chairs to their original position.
- _____ Remove all the event's items from the refrigerator and secure all appliances.
- _____ Clean and wipe off all appliances.
- _____ Lessee shall provide trash can liners/trash bags

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- _____ Empty all trash cans and place all trash in dumpster outside the kitchen door.
(LESSEE's cleaning fee does not include trash removal.)
- _____ Turn off all lights and set thermostats to 60 degrees during the winter months or 80 degrees during the summer months.

14. REMOVAL OF FURNITURE OR EQUIPMENT. Any extra furniture or equipment brought to the RCC must be removed after the event. The Town of Bluffton is not responsible for any extra rental furniture or equipment left at the center. A second day rental fee of **\$700.00** will be assessed for each day extra rental furniture or equipment is left at the RCC, plus any subsequent cleaning charges associated with items left. _____ (Initials)

15. REFUND OF SECURITY DEPOSIT. A full refund of the security deposit will be given if the RCC is left in the same or better condition as when **LESSEE** rented the RCC. If damage to the RCC is greater than the deposit, the **LESSEE** agrees to pay for said damage within 24-hours of being presented an invoice for the balance of the damage. _____ (Initials)

16. SECURITY DEPOSIT. Refund of the security deposit will be mailed to the Lessee home/business address. *(Please note: The security deposit refund may take up to two weeks. The security deposit refund will be mailed to the name and address of LESSEE given on application.)*

17. CANCELLATION POLICY. A two-week notice must be given for cancellation of a scheduled event by **LESSEE** in order to receive a full refund of the rental fee paid. If cancellation of event is made 4 to 13 days prior to the scheduled event, **LESSEE** will receive 50% of the rental fee paid. If cancellation of event is made 3 days or less prior to the event, **LESSEE**, will forfeit the entire rental fee paid. _____ (Initials)

18. RESTRICTIONS.

- a. The RCC shall not be rented to any individual or group that advocates unconstitutional or illegal acts or whose activities may be contrary to the best interests of the Town of Bluffton.
- b. The Town of Bluffton reserves the right to reject any rental application and/or to waive any or all charges as determined in the Town of Bluffton's best interest.

19. MISCELLANEOUS.

- a. **CANCELLATION OF RENTAL CONTRACT.** The Town of Bluffton reserves the right to cancel any rental contract in the case of facility abuse.
- b. **SMOKING.** Smoking is prohibited inside the RCC.
- c. **PETS.** Only Service Dogs are allowed inside the RCC. Other pets are not permitted inside the RCC, and they may not be left unattended elsewhere.

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- d. **NOISE.** All scheduled events must comply with the noise limits as outlined in the Town of Bluffton Noise Ordinance.
 - e. **TOWN OF BLUFFTON EMPLOYEES.** LESSEE, renter and guests shall not pay Town of Bluffton employees for any services provided.
 - f. **ALCOHOL.** The sale of alcohol is prohibited at the RCC. A security guard may be required for the event, if alcohol is being served, at Lessee's expense.
 - g. **Minors.** No alcohol shall be permitted at an event that is intended to be for persons underage.
 - h. **Key Card.** Loss of pass/key card will result in a \$25.00 fee which will be deducted from the Lessee's security deposit.
20. **LITIGATION.** In the event either party has to resort to litigation to protect or enforce its rights hereunder, the prevailing party shall be entitled to collect its reasonable attorney fees and costs.

In signing this contract, **LESSEE** agrees to abide by all Town of Bluffton policies, rules and regulations governing the use of the RCC. *(All policies, rules and regulations for renting the RCC are at www.townofbluffton.sc.gov).*

LESSEE Signature

Date

Town of Bluffton Representative

Date